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Form 3

COLCHESTER PUBLIC SCHOOLS

INDEMNIFICATION AND RELEASE

This form is valid for a period of one school year from the date signed for each school which application of usage is made.

THIS IS A LEGALLY BINDING DOCUMENT. DO NOT SIGN IT UNTIL YOU HAVE READ THE CONTENTS HEREOF AND UNDERSTAND THE SAME. IF YOU ARE IN DOUBT, CONSULT AN ATTORNEY PRIOR TO SIGNING THIS DOCUMENT.

To the extent provided by law, and in consideration of the permission granted to it by the Colchester Board of Education to use certain buildings, grounds, facilities, and/or equipment owned by the Town of Colchester and under the direction of the Colchester Board of Education, the undersigned, in recognition of the fact that the Colchester Board of Education has no lawful obligation to permit said usage by any person, group or other entity not sponsored by the Colchester Board of Education of the Town of Colchester, does hereby release the Colchester Board of Education and the Town of Colchester, its agents, servants, and employees from liability in the event of injury to any person using the said buildings, grounds, facilities, and/or equipment in connection with the activity sponsored by the undersigned or to any person attending any such activity. The undersigned intends this release to be effective and binding on itself and on all members, guests, invitees or observers of the activity sponsored by it.

The undersigned, on behalf of itself and its members, does hereby agree to indemnify, defend, and hold harmless the Colchester Board of Education and the Town of Colchester and its agents, servants, and employees against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability, losses, and damages of any nature whatsoever, that the Colchester Board of Education and or the Town of Colchester shall or may at any time sustain or be put to by reason of the usage by the undersigned or its members of buildings, grounds, facilities, and/or equipment as contemplated herein.

Waiver of Subrogation: The undersigned agrees, and will require its carriers on all insurance policies in any way related to the use of facilities owned by the Town of Colchester and Colchester Board of Education, to waive all rights of recovery, under subrogation and otherwise, against the Town of Colchester and Colchester Board of Education.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of _____, 20___

_____
(Name of Organization)

By_____
(Signature) *Title*